

Rio Grande

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

DENVER, COLORADO 80217

W. J. HOLTMAN
PRESIDENT and
CHIEF EXECUTIVE OFFICER

June 13, 1978

8-167A071

RECORDATION NO. 7907-A

NO.

Filed & Recorded

JUN 16 1978

JUN 16 1978 - 1 25 PM Fee \$ 90

Interstate Commerce Commission
Washington, D. C. 20423 INTERSTATE COMMERCE COMMISSION CC Washington, D. C.

Re: Supplemental Lease and Agreement to
Denver and Rio Grande Western Rail-
road Equipment Trust, Series NN,
Finance Docket No. 27877

Gentlemen:

Pursuant to the provisions of Section 20c of the Interstate Commerce Act and the Rules and Regulations of the Commission relating thereto, The Denver and Rio Grande Western Railroad Company transmits to the Commission for filing and recording three counterpart originals of Supplemental Lease and Agreement dated as of July 1, 1978, to Lease and Agreement constituting Denver and Rio Grande Western Railroad Equipment Trust, Series NN, dated as of June 1, 1975, which Lease and Agreement were recorded with the Interstate Commerce Commission on April 25, 1975, and assigned recordation number 7907.

The names and addresses of the parties to the trans-
action are as follows:

Lease:

Lessee: The Denver and Rio Grande Western Rail-
road Company, a Delaware corporation,
P. O. Box 5482
Denver, Colorado 80217

Lessor: The First National Bank of Denver
P. O. Box 5825
Denver, Colorado 80217

Agreement:

Trustee: The First National Bank of Denver

Lessee and The Denver and Rio Grande Western Rail-
Guarantor: road Company, a Delaware corporation

The equipment covered by the original Lease included one (1) 100-ton hopper car, bearing Railroad Company's road number 16009. Said car has been destroyed, and the sole purpose of the amendments herewith is to substitute one (1) new, 100-ton,

RECEIVED
JUN 16 1 17 PM '78
CERTIFICATION UNIT

Paul Snyder

Comptroller

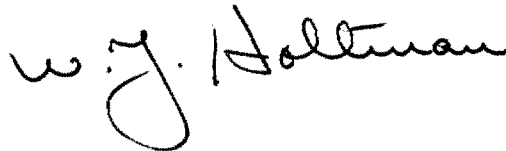
Page 2 -

60-ft. high roof box car, bearing Railroad Company's road number 63896, for and to replace said above-described equipment which has been destroyed, under the aforesaid Lease and Agreement dated June 1, 1975, constituting Denver and Rio Grande Western Railroad Company Equipment Trust, Series NN.

Voucher to cover this recordation fee is enclosed with this letter respecting Equipment Trust, Series NN.

After recordation, kindly return one counterpart original of the Supplemental Lease and Agreement, showing the assigned recordation number, date and time of recording, to Samuel R. Freeman, Vice President and General Counsel, The Denver and Rio Grande Western Railroad Company, P. O. Box 5482, Denver, Colorado 80217.

Respectfully,

A handwritten signature in dark ink, appearing to read "W. J. Holtman". The signature is fluid and cursive, with a large, stylized initial "W" and a long, sweeping underline.

W. J. HOLTMAN
President
THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY

Interstate Commerce Commission

Washington, D.C. 20423

6/19/78

OFFICE OF THE SECRETARY

W.J. Holtman

The Denver & Rio Grande Western RR. Co.

P.O.Box 5482

Dencer, Colorado 80217

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on **6/16/78** at **1:25pm**

and assigned recordation number(s) **7907-A, 2829-B, 3177-E, 3596-F**

Sincerely yours,

3797-E

4753-F

5158-D

6124-D

6771-A

Nancy L. Wilson
Nancy L. Wilson
Acting Secretary

Enclosure(s)

~~Rio~~ **Grande**

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

P. O. BOX 5482

DENVER, COLORADO 80217

RECORDATION NO. 7907 Filed & Recorded

April 23, 1975

APR 25 1975-12 45 PM

H. W. BUSHACHER

VICE PRESIDENT - FINANCE
AND CONTROLLER

INTERSTATE COMMERCE COMMISSION

Re: Denver and Rio Grande Western Railroad
Equipment Trust, Series NN
Finance Docket No. 27877

No. 1
Date APR 24 1975
Fee \$ 50.00

ICC Washington, D. C.

Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

Pursuant to the provisions of Section 20c of the Interstate Commerce Act and the Rules and Regulations of the Commission relating thereto, The Denver and Rio Grande Western Railroad Company herewith transmits to the Commission for filing and recording an original and two counterparts of the Lease of Railroad Equipment dated as of June 1, 1975, from The First National Bank of Denver to The Denver and Rio Grande Western Railroad Company, and the Agreement dated as of June 1, 1975, of Charles W. Smedly, Jr. and Robert J. Sullivan, Vendors, with The First National Bank of Denver and The Denver and Rio Grande Western Railroad Company.

The names and addresses of the parties to the transaction are as follows:

Lease:

Lessee: The Denver and Rio Grande Western Railroad
Company, a Delaware corporation
Address: One Park Central Building
Denver, Colorado 80217

Lessor: The First National Bank of Denver
Address: 17th & Welton Streets,
Denver, Colorado 80202

Equipment Trust Agreement:

Vendors: Charles W. Smedly, Jr. and Robert J. Sullivan
Address: 17th & Welton Streets
Denver, Colorado 80202

Counterpart Paul Snyder

Trustee: The First National Bank of Denver
Address: 17th & Welton Streets
Denver, Colorado 80202

Lessee The Denver and Rio Grande Western
and Railroad Company, a Delaware corporation
Guarantor: Address: One Park Central Building
Denver, Colorado 80217

The equipment covered by said Lease and Agreement is described as follows:

355, 100-ton, open top Hopper Cars (Bethlehem Steel Corporation, Builder) to be numbered 16000-16159 and 19000-19194, both inclusive;

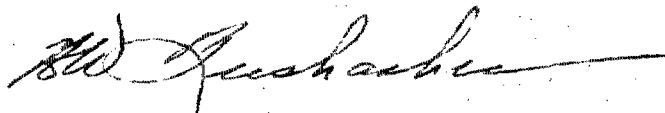
18, 3000 H.P. (SD40-2) general purpose diesel-electric locomotives (General Motors Corporation, Electro-Motive Division, Builder) to be numbered 5356-5373, inclusive;

each unit of said equipment having identifying mark "Rio Grande" marked on each side thereof.

Enclosed herewith is voucher-check of The Denver and Rio Grande Western Railroad Company for \$50.00, payable to the Interstate Commerce Commission, to cover the required recordation fee.

After recordation, kindly return the original Lease and Agreement, showing assigned recordation number and date of recording, to Samuel R. Freeman, General Counsel, The Denver and Rio Grande Western Railroad Company, One Park Central, P. O. Box 5482, Denver, Colorado 80217.

Respectfully,



Vice President-Finance and Comptroller
The Denver and Rio Grande Western
Railroad Company

Encls.

RECORDATION NO. 7907-A Filed & Recorded

COUNTERPART NO. 3

JUN 16 1978 - 1 23 PM

INTRASTATE COMMERCE COMMISSION

DENVER AND RIO GRANDE WESTERN RAILROAD
EQUIPMENT TRUST

SERIES NN

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

Dated as of July 1, 1978

The First National Bank of Denver

To

The Denver and Rio Grande Western
Railroad Company

SUPPLEMENTAL AGREEMENT

Dated as of July 1, 1978

Between

The First National Bank of Denver

and

The Denver and Rio Grande Western
Railroad Company

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of the 1st day of July, 1978, between THE FIRST NATIONAL BANK OF DENVER, a national banking association organized and existing under and by virtue of the laws of the United States of America, Trustee, (hereinafter called the "Trustee") party of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), party of the second part, WITNESSETH:

WHEREAS, by a certain Agreement, dated as of the 1st day of June, 1975 (hereinafter called the "Agreement"), between Charles W. Smedly, Jr. and Robert J. Sullivan, Vendors, The First National Bank of Denver, as Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 7907, April 25, 1975), there was constituted "Denver and Rio Grande Western Railroad Equipment Trust, Series NN", under which certain railroad equipment therein described was transferred to the Trustee and title to said railroad equipment vested in the Trustee; and

WHEREAS, by a certain Lease of Railroad Equipment (hereinafter called the "Lease"), dated as of the 1st day of June, 1975, to which Lease reference is hereby made, the said Trustee, acting in pursuance of the aforesaid Agreement, leased to the Railroad Company certain railroad equipment in said Agreement and said Lease particularly described; and

WHEREAS, certain of the above mentioned Trust Equipment described herein has been destroyed, and it is provided by Article Fifth (a) of the Lease that the Railroad Company will replace, at its own cost, any of the Trust Equipment that may be destroyed, by new standard gauge rolling stock of equal value, and the Railroad Company has contracted at its own cost to purchase and will cause to be delivered to the Trustee as in said Article provided new standard gauge rolling stock described herein (hereinafter referred to as "Substituted Equipment") in substitution for and to replace said destroyed equipment,

NOW, THIS AGREEMENT WITNESSETH:

That, acting in pursuance of a Supplemental Agreement dated as of the 1st day of July, 1978, between the Trustee and the Railroad Company (hereinafter called the "Supplemental Agreement"), a counterpart original whereof is annexed to and made a part hereof, the parties hereto agree

that the following railroad equipment, to-wit:

One (1) 100-ton hopper car, bearing Railroad Company's road number, 16009,

shall be and is hereby excluded from the description of the Trust Equipment in the Lease and that the term "Trust Equipment" as used in the Lease and in this Supplemental Lease shall not include said excluded railroad equipment;

That the Trustee, acting in pursuance of the Agreement, for and in consideration of the sum of One Dollar to it paid by the Railroad Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rents and covenants to be paid, kept and performed by the Railroad Company, has let and leased and does hereby let and lease to the Railroad Company the following Substituted Equipment, consisting of standard gauge railroad rolling stock of The Denver and Rio Grande Western Railroad Equipment Trust, Series NN, to-wit:

One (1) new 100-ton, 60-foot high roof box car, bearing Railroad Company's road number 63896.

As and when the said Substituted Equipment shall be transferred and delivered to the Trustee under the Supplemental Agreement, and marked in accordance with the provisions of Section Fourth of the Lease, the same shall be delivered to the Railroad Company, and shall, upon such delivery to the Railroad Company, ipso facto, and without further deed of lease or transfer, pass under and become subject to all the terms and provisions of the Lease and this Supplemental Lease, and be deemed a portion of the railroad equipment leased by the Trustee to the Railroad Company in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Railroad Company, in consideration of the premise, by these presents covenants and agrees with the Trustee as follows:

1. The Railroad Company hereby accepts (subject to the conditions mentioned in the Agreement and Supplemental Agreement) this Supplemental Lease of Railroad Equipment, and hereby covenants and agrees to accept delivery and possession hereunder and under the Lease, of the Substituted Equipment as hereinbefore provided.

2. The Railroad Company agrees that the term "Trust Equipment", wherever used herein and in the Lease, unless otherwise indicated or required by the context, shall

include the Trust Equipment leased to the Railroad Company by this Supplemental Lease; that the word "Agreement", wherever used herein and in the Lease unless otherwise indicated or required by the context, shall include the Supplemental Agreement; and that the word "Lease" wherever used in the Lease, unless otherwise indicated or required by the context, shall include this Supplemental Lease.

3. Subject to the provisions of this Supplemental Lease, all the covenants, agreements, terms and stipulations contained in the lease dated the 1st day of June, 1975, shall remain in full force and effect and binding upon the Railroad Company.

4. This Supplemental Lease shall be simultaneously executed in the same number of counterparts as the original Lease, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Railroad Company, pursuant to due corporate authority, have caused these presents to be executed as of the day and year first above written.

Signed, sealed, acknowledged and delivered in the presence of:

J. Claudette Gibson
Mark Chauzy

Signed, sealed, acknowledged and delivered in the presence of:

Clyde O. Runey
Shirley A. Tharuley

THE FIRST NATIONAL BANK OF DENVER

By

[Signature]
Vice President

Attest:

[Signature]
Assistant Cashier

THE DENVER AND RIO GRANDE
WESTERN RAILROAD COMPANY

By

[Signature]
President

Attest:

[Signature]
Secretary

set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said City and County of Denver, and State of Colorado, this the day and year in this my certificate first above written.

My commission expires September 21, 1979.

Mary A. Twiss
Notary Public

(SEAL)

SUPPLEMENTAL AGREEMENT, dated as of the 1st day of July, 1978, by and between THE FIRST NATIONAL BANK OF DENVER, a national banking association organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), of the second part, WITNESSETH:

WHEREAS, pursuant to an agreement dated as of the 1st day of June, 1975, (hereinafter called the "Agreement"), by and between Charles W. Smedly, Jr. and Robert J. Sullivan, Vendors, The First National Bank of Denver, Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 7907, April 25, 1975), the Vendors acquired the railroad equipment (therein called the "Trust Equipment") specifically described in the Lease of Railroad Equipment from the Trustee to the Railroad Company dated as of the 1st day of June, 1975 (hereinafter called the "Lease"), prefixed to the Agreement, the Agreement and Lease constituting Denver and Rio Grande Western Railroad Equipment Trust, Series NN, and the Vendors have sold, assigned, transferred and set over unto the Trustee all of the said Trust Equipment pursuant to the terms and conditions of the Agreement; and the Trustee has leased all of said Trust Equipment to the Railroad Company by the Lease hereinbefore referred to; and

WHEREAS, a certain unit of railroad equipment specifically described in the Supplemental Lease, constituting a part of the Trust Equipment described in the Lease, has been destroyed and in substitution therefor and in place thereof the Trustee has leased to the Railroad Company, subject to the terms and conditions of the Lease and the Supplemental Lease, the Substituted Equipment specifically described in the Supplemental Lease; and

WHEREAS, the parties hereto desire to make provision for the transfer of the Substituted Equipment to the Trustee under the Agreement:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Railroad Company hereby agrees to sell, assign, transfer and set over unto the Trustee, as Trustee for the bearers and registered holders of the Trust Certificates described in the Agreement, the Substituted Equipment described in and leased to the Railroad Company by the Supplemental Lease, prefixed hereto, when the Substituted Equipment is constructed and completed. The Railroad Company will deliver, or cause to be delivered, the Substituted Equipment when constructed and completed to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers or agents of the Railroad Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Railroad Company, simultaneously with the execution of this Supplemental Agreement, have executed and delivered the Supplemental Lease.

2. The term "Trust Equipment", wherever used herein and in the Agreement, unless otherwise indicated or required by the context, shall include the Substituted Equipment leased to the Railroad Company by the Supplemental Lease; the word "Lease" wherever used herein and in the Agreement, unless otherwise indicated or required by the context, shall include the Supplemental Lease; and the word "Agreement", wherever used in the Agreement, shall include this Supplemental Agreement.

3. The Trustee and the Railroad Company covenant and agree faithfully to keep and perform, in respect of the Trust Equipment which the Railroad Company has herein agreed to sell, assign, transfer and set over unto the Trustee as Trustee for the bearers and registered holders of the Trust Certificates, and of all other matters covered by this Supplemental Agreement, all the agreements and to do all the things which by the terms of the Agreement are by the Trustee and the Railroad Company, respectively, to be kept, done and performed, in all respects as though the provisions hereof had been originally included in the Agreement.

4. Subject to the provisions of this Supplemental Agreement, all the covenants, agreements, terms and stipulations contained in the Agreement shall remain in full force and effect and binding upon the respective parties.

5. This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Railroad Company have caused their names to be signed hereto by duly authorized officers, and sealed with their corporate seals duly attested, as of the day and year above written.

Signed, sealed and delivered in the presence of:

J. Claudette Stenau
Mark Chauncy

Signed, sealed and delivered in the presence of:

L. Lyde A. Penney
Shirley A. Thornley

THE FIRST NATIONAL BANK OF DENVER

By

[Signature]
Vice President

Attest:

[Signature]
Assistant Cashier

THE DENVER AND RIO GRANDE
WESTERN RAILROAD COMPANY

By

[Signature]
President

Attest:

[Signature]
Secretary

STATE OF COLORADO, }
CITY AND COUNTY OF DENVER } ss.

I, Marie A. Winters, a Notary Public in and for the State, City and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said City and County, do hereby certify that on this 9th day of June, 1978, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Milton G. Janecek and Charles W. Smedly, Jr., each to me personally known and known to me to be respectively the Vice President and the Assistant Cashier of The First National Bank of Denver, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Milton G. Janecek and Charles W. Smedly, Jr., being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge, in the presence of said witnesses, that the said Milton G. Janecek resides in the City of Aurora, State of Colorado, and that the said Charles W. Smedly, Jr. resides in the City of Littleton, State of Colorado; that the said Milton G. Janecek is the Vice President and said Charles W. Smedly, Jr. is the Assistant Cashier of The First National Bank of Denver, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Vice President and Assistant Cashier, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and

set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said City and County of Denver, and State of Colorado, this the day and year in this my certificate first above written.

My commission expires September 21, 1979.

Mavis A. Watters
Notary Public

(SEAL)

